

# FEDERAL COMMUNICATIONS COMMISSION

CLASS OF STATION FM

DAT

AB

The following application is submitted for action by the Chief, Broadcast Bureau.

ST	FILE NUMBER	CALL	APPLICANT AND LOCATION	NATURE OF APPLICATION
ID	BAPH -920917G0	KCVI 101.5MHZ	RICHARD P. BOTT, II BLACKFOOT ID	VOL ASSIGNMENT OF CP (BPH-850711MM) NEW STATION FROM RICHARD P. BOTT, III TO WESTERN COMMUNICATIONS, INC. FORM 314 ATTY(ASNR): HARRY C. MARTIN ATTY(ASNE): LESTER W. SPILLANEASNE ADDRESS: BOX 699 BLACKFOOT, ID. 83221

91-140

LICENSE EXPIRATION DATE \_\_\_\_\_

PN SEP 25 1992

*Donce Tate*  
CHIEF, LICENSE DIVISION

93-155

RECOMMENDATION: GRANT( ) CONSTRUCTION DATES, START \_\_\_\_\_ END \_\_\_\_\_  
 CONTESTED ( ☒ ) UNCONTESTED ( )

Target 10-30-92

THIS CONSTRUCTION PERMIT EXPIRES ONE YEAR FROM THE DATE OF CONSUMMATION OF THE ASSIGNMENT. YOU MUST NOTIFY THE FCC OF CONSUMMATION WITHIN ONE DAY THEREOF. IN THE EVENT THAT CONSUMMATION DOES NOT OCCUR, THE EXPIRATION DATE OF THE CONSTRUCTION PERMIT REMAINS AS SHOWN ON THE LATEST CONSTRUCTION PERMIT AUTHORIZATION.

THIS GRANT IS SUBJECT TO THE CONDITION THAT THE CONSIDERATION FOR THE ASSIGNMENT NOT EXCEED \$94,363.40.

APPROVED \_\_\_\_\_

FOR CHIEF, BROADCAST BUREAU

F.C.C.-WASHINGTON, D.C.

95

RECEIVED SEP 17 1968

LAW OFFICES  
**REDDY, BEGLEY & MARTIN**

1001 22<sup>ND</sup> STREET, N. W.

SUITE 350

WASHINGTON, D. C. 20037

(202) 659-5700

DENNIS F. BEGLEY  
HARRY C. MARTIN  
MATTHEW H. MCCORMICK  
CHERYL A. KENNY  
ANDREW S. KERSTING

EDWARD B. REDDY  
(1915-1990)

FACSIMILE NUMBER  
(202) 659-5711

September 16, 1992

Ms. Donna R. Searcy, Secretary  
Federal Communications Commission  
Washington, DC 20554

Re: Application for Assignment of Construction Permit  
KCVI(FM), Blackfoot, Idaho

Dear Ms. Searcy:

Transmitted herewith, in triplicate, is an application for authorization to assignment of the construction permit for unbuilt FM Broadcast Station KCVI, Blackfoot, Idaho, from Richard P. Bott, II to Western Communications, Inc. The Assignor's portion of the application will be amended to provide documentation regarding its reasonable and prudent expenses. The Assignee's portion of the application will be amended to provide a further showing regarding compliance with the revised multiple ownership rules (Exhibit 1-A).

Also transmitted herewith is a check in the amount of \$565.00, made payable to the Federal Communications Commission, for the required filing fee.

Should there be any questions concerning the Assignor's portion of the application, they should be directed to:

Harry C. Martin, Esquire  
Cheryl A. Kenny, Esquire  
Reddy, Begley & Martin  
1001 22nd Street, Suite 350  
Washington, D.C. 20037.

Should there be any questions concerning the Assignee's portion of the application, they should be directed to:

Lester W. Spillane, Esquire  
1040 Main Street, Suite 208  
Post Office Box 670  
Napa, California 94559

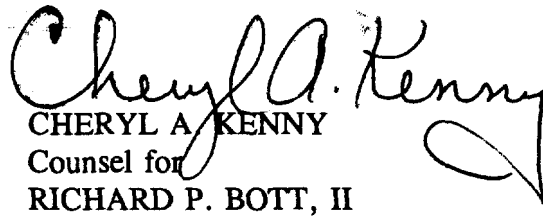
707 255-3855

Ms. Donna R. Searcy  
September 16, 1992  
Page 2

With a copy to:

David D. Oxenford, Jr., Esquire  
Fisher, Wayland, Cooper & Leader  
1255 23rd Street, N.W., Suite 800  
Washington, D.C. 20037

Very truly yours,

  
CHERYL A. KENNY  
Counsel for  
RICHARD P. BOTT, II

CAK/prp

Commission Use Only

File No. BAPH-92091760

United States of America  
Federal Communications Commission  
Washington, D.C. 20554

Approved by OMB  
3060-0031  
Expires 6/30/89

**APPLICATION FOR CONSENT TO ASSIGNMENT OF BROADCAST STATION CONSTRUCTION PERMIT OR LICENSE**  
(Carefully read instructions before filling out form — RETURN ONLY FORM TO FCC)

**Section I**

**GENERAL INFORMATION**

**Part I — Assignor**

**1. Name of Assignor**

Richard P. Bott, II

**Street Address**

**City**

6, 0, 3, , B u c k i n g h a m , , , , , K a n s a s , C i t y , , , , ,

**State**

**Zip Code**

**Telephone No.**

(Include area code)

M O

6, 4, 1, 3, 8, , , , ,

(816) 353-7844

**2. Authorization which is proposed to be assigned**

(a) Call letters

Location

KCVI (FM)

Blackfoot, ID

(b) Has the station commenced its initial program tests within the past twelve months?

☐ YES ☒ NO

If yes, was the initial construction permit granted after comparative hearing?

☐ YES ☐ NO

If yes, attach as Exhibit No. \_\_\_\_\_ the showing required by Section 73.3597.

(Unbuilt station. Showing supporting cost reimbursement to be supplied.)

**3. Call letters of any Remote Pickup, STL, SCA, or other stations which are to be assigned:**

None.

**4. Is the information shown in assignor's Ownership Reports (FCC Form 323 or 323-E) now on file with the Commission true and correct as of this date?**

☐ YES ☒ NO

If No, attach as Exhibit No. 1 an Ownership Report supplying full and up-to-date information.

**5. Attach as Exhibit No. 2 a copy of the contract or agreement to assign the property and facilities of the station. If there is only an oral agreement, reduce the terms to writing and attach.**

**6. State in Exhibit No. 3 whether the assignor, or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of the assignor's stock: (a) have any interest in or connection with an AM, FM or television broadcast station; or a broadcast application pending before the FCC; or (b) has had any interest in or connection with any dismissed and/or denied application; or any FCC license which has been revoked.**

The Exhibit should include the following information: (i) name of party with such interest; (ii) nature of interest or connection, giving dates; (iii) call letters or file number of application; or docket number; (iv) location.

Part I—Assignor

7. Since the filing of the assignor's last renewal application for the authorization being assigned, or other major application, has an adverse finding been made, a consent decree been entered or adverse final action been approved by any court or administrative body with respect to the assignor or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of assignor's stock, concerning any civil or criminal suit, action or proceeding brought under the provisions of any federal, state, territorial or local law relating to the following: any felony; lotteries; unlawful restraints or monopolies; unlawful combinations; contracts or agreements in restraint of trade; the use of unfair methods of competition; fraud; unfair labor practices; or discrimination? ☐ YES ☒ NO

If Yes, attach as Exhibit No. N/A a full description, including identification of the court or administrative body, proceeding by file number, the person and matters involved, and the disposition of litigation.

**SECTION VI**

**Part I — Assignor**

**ASSIGNOR'S CERTIFICATION**

1. Has or will the assignor comply with the public notice requirement of Section 73.3580 of the Rules?

☒ YES    ☐ NO

The ASSIGNOR acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNOR represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the ASSIGNOR has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT  
U.S. CODE, TITLE 18, Section 1001**

I certify that the assignor's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this        8th    day of    September        . 19 92

Richard P. Bott, II

Name of Assignor



Signature

Assignor

Title

Exhibit No. 1

CURRENT OWNERSHIP REPORT



United States of America  
Federal Communications Commission  
Washington, D. C. 20554

### Ownership Report

NOTE: Before filling out this form, read attached instructions

Section 310(d) of the Communications Act of 1934 requires that consent of the Commission must be obtained prior to the assignment or transfer of control of a station license or construction permit. This form may not be used to report or request an assignment of license/permit or transfer of control (except to report an assignment of license/permit or transfer of control made pursuant to prior Commission consent).

1. All of the information furnished in this Report is accurate as of

September 8, 19 92

(Date must comply with Section 73.361b(a), i.e., information must be current within 60 days of the filing of this report, when 1(a) below is checked.)

This report is filed pursuant to instruction (check one)

1(a) ☐ Annual 1(b) ☐ Transfer of Control or Assignment of License 1(c) ☒ Other

or the following stations:

### CERTIFICATION

I certify that I am individual permittee

(Official title, see instruction 1)

of Station KCVI

(Exact legal title or name of respondent)

that I have examined this Report, that to the best of my knowledge and belief, all statements in the Report are true, correct and complete.

(Date of certification must be within 60 days of the date shown in item 1 and in no event prior to item 1 date):

  
(Signature)

September 8, 19 92  
(Date)

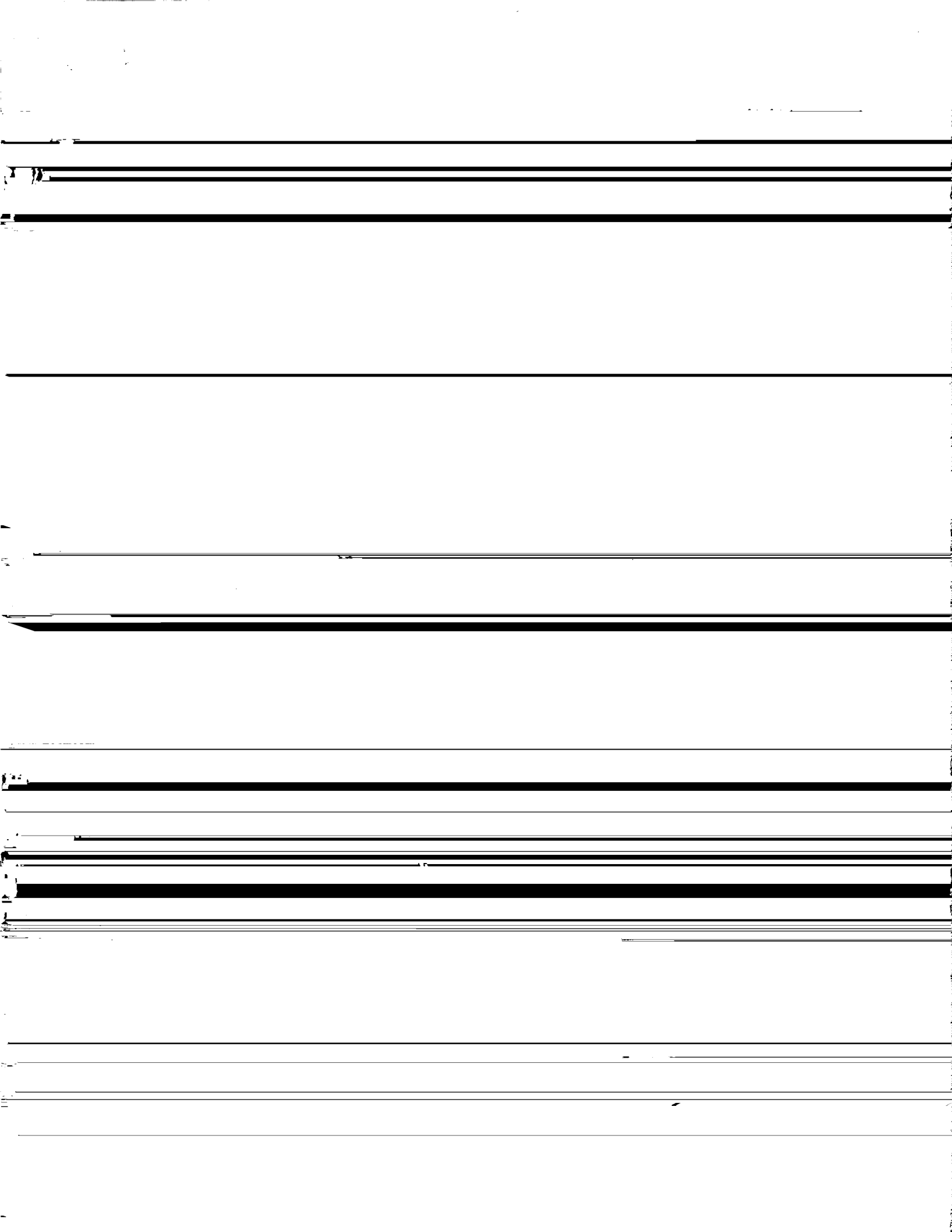
Telephone No. of respondent (include area code):

(816) 353-7844

Any person who willfully makes false statements on this report can be punished by fine or imprisonment. U.S. Code, Title 18, Section 1001.

Name and Post Office Address of respondent:

Richard P. Bott, II  
8603 Buckingham  
Kansas City, MO 64138



## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made as of the 4th day of September, 1992, by and between RICHARD P. BOTT, II ("Seller"), and WESTERN COMMUNICATIONS, INC. ("Buyer").

### W I T N E S S E T H:

WHEREAS, Seller is the authorized permittee of unbuilt radio station KCVI (FM), Blackfoot, Idaho ("Station"); and

WHEREAS, Seller desires to sell the Station to Buyer and Buyer desires to purchase the Station from Seller; and

WHEREAS, in order to consummate said sale and purchase the consent of the Federal Communications Commission ("FCC") must be first obtained.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein, the parties hereto, intending legally to be bound, hereby agree as follows:

1. Assets Sold and Purchased. Subject to FCC approval and to the terms and conditions described herein, Seller agrees to assign to Buyer on the Closing Date (defined below):

(a) The FCC construction permit and all other FCC authorizations and pending applications held or applied for by Seller necessary or useful in constructing or operating the Station;

(b) All equipment and other tangible personal property, if any, pertaining to the Station that is owned by Seller;

(c) All marketing surveys, technical information, engineering data, and records held by Seller pertaining to the construction or operation of the Station; and

(d) Goodwill, going-concern value, privileges, licenses, permits, patents, copyrights, trade secrets, trademarks, tradenames, and other tangible and intangible rights, if any, owned by Seller and pertaining to the Station.

2. Purchase Price. The purchase price to be paid by Buyer to Seller shall be ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) or such lesser amount that the FCC determines to be reasonable and prudent reimbursement to Seller pursuant to Section 73.3597 of the FCC's Rules.

3. Manner of Payment. At Closing (defined below), Buyer shall cause to be paid by wire transfer of federal funds to an account designated by Seller, the total consideration set forth in paragraph 2, hereof. Simultaneously with execution and delivery of this Agreement, Buyer will pay into escrow FIFTEEN THOUSAND DOLLARS (\$15,000) (The "Escrow Account") which shall be held and disbursed in accordance with the Escrow Agreement appended hereto as Attachment A. At Buyer's election, the consideration set forth in paragraph 2 hereof may be paid in part from the Escrow Account. In the event of a termination of this Agreement by Seller due to breach of a material obligation of Buyer hereunder, the Escrow Deposit shall constitute the maximum liquidated damages to which Seller is entitled.

4. FCC Approval. Consummation of the purchase and sale provided for herein is conditioned upon the FCC having given its

consent in writing, without any condition materially adverse to Buyer, to the assignment from Seller to Buyer of all FCC authorizations held by Seller relating to the construction or operation of the Station.

5. Filing of FCC Application. The parties agree to proceed as expeditiously as practicable to prepare an application requesting FCC consent to the transaction herein set forth and to file said application with the FCC by not later than August 3, 1992, or such later date as is the earliest date on which the transaction will be permissible under FCC rules. The parties agree that the foregoing application shall be prosecuted in good faith and with due diligence. Seller shall provide to the FCC all information required to be provided by Seller under Section 73.3597 of the FCC's Rules. The parties agree to provide to the FCC promptly all additional information requested by the FCC pertaining to said application. Each party will be responsible for its own expenses incurred in the preparation, filing, and prosecution of the foregoing application. The FCC filing fee, with respect hereto, shall be paid by Buyer.

6. Closing Date and Place. The closing ("Closing") hereunder shall take place within ten (10) days after the FCC's order granting the assignment of the Station to Buyer becomes a final order ("Final Order"), i.e., no longer subject to administrative or judicial reconsideration, review, or appeal, provided that the conditions precedent to Closing specified in this Agreement have been met. Buyer may waive the condition of finality and, in that event, Closing shall occur within five (5)

business days of Buyer's election to proceed with Closing prior to finality. The Closing shall take place at such place as Seller and Buyer may mutually select. Except as expressly provided in this Agreement, each party hereto shall be responsible for its own expenses in connection with the transaction contemplated under this Agreement. Except as expressly provided in this Agreement, Buyer shall not be liable for any other expenses in connection with the transaction contemplated under this Agreement.

7. Representations and Warranties of Seller. Seller represents, warrants, and covenants as follows:

(a) This Agreement has been duly executed and delivered by Seller and is a valid and binding agreement enforceable against Seller in accordance with its terms;

(b) Except as specifically stated in this Agreement, Seller has full power and authority to sell, transfer, assign, and convey all property herein being sold and assigned, and to execute, deliver, and perform this Agreement;

(c) Seller has the power and authority to own and to construct the Station and the business and properties related thereto and on the Closing Date shall hold the valid authorizations described in Section 1 hereof from the FCC that are necessary for Seller to own and to construct the Station;

(d) Buyer shall not assume any liability of or contracts from Seller;

(e) Seller has, and on the Closing Date shall have, clear title to and ownership of, free of all liens and encumbrances, all assets being assigned to Buyer hereunder;

(f) There is no claim or litigation or proceeding pending or, to Seller's knowledge, threatened that affects the title or interest of Seller to or in any of the property or assets intended to be sold, assigned, and conveyed hereunder, or that would prevent or adversely affect the ownership, use, construction, or operation of the Station by Buyer;

(g) Seller and the assets being sold hereunder are, and as of the Closing Date shall be, in all material respects in compliance with all applicable governmental laws, rules, and regulations, including but not limited to FCC rules and regulations;

(h) Seller shall use its best efforts to maintain the value of the Station and the value of the assets to be conveyed hereunder between the date hereof and the Closing Date; and

(i) No representation, warranty, or statement made by Seller in this Agreement or any document to be furnished in connection with the transaction contemplated hereunder contains, or shall contain, any untrue statement of a material fact, or fails, or shall fail, to state a material fact necessary to avoid making the statements contained therein misleading.

8. Representations and Warranties of Buyer. Buyer represents, warrants, and covenants to Seller as follows:

(a) Buyer is a corporation duly organized and validly existing in good standing under the laws of the State of Idaho;

(b) The execution and delivery of this Agreement and the consummation of the purchase provided for herein has been duly and validly authorized by Buyer's Board of Directors; and

(c) No representation, warranty, or statement made by Buyer in this Agreement or any document to be furnished in connection with the transaction contemplated hereunder contains, or shall contain, any untrue statement of a material fact, or fails, or shall fail, to state a material fact necessary to avoid making the statements contained therein misleading.

9. Covenant Not to Encumber. Except as otherwise specifically contemplated hereunder, Seller agrees that it shall not convey, transfer, or encumber any FCC authorizations or other material assets pertaining to the Station during the term of this Agreement.

10. Risk of Loss. Risk of loss, damage, or destruction to the property and assets to be sold and conveyed hereunder shall be upon Seller up to and including the Closing Date, and upon Buyer thereafter.

11. Brokers. Seller and Buyer hereby each represent and warrant to the other that neither is bound or obligated to pay any sales commission, broker's fee, or finder's fee in connection with the transaction contemplated herein.

12. Indemnification by Seller. Seller shall indemnify and hold harmless Buyer against any and all liabilities, obligations, claims, and demands arising out of the ownership or construction of the Station prior to the Closing Date, any breach of this Agreement by Seller, or any inaccuracy in or breach of any



representation, warranty, or covenant made herein by Seller. Should any claim covered by this Section be asserted against Buyer, Buyer shall notify Seller promptly and give it an opportunity to defend the same at Seller's sole expense and Buyer shall extend reasonable cooperation to Seller in connection with such defense. In the event that Seller fails to defend the same within a reasonable time, Buyer shall be entitled to assume, but need not assume, the defense thereof and Seller shall be liable to repay Buyer for all damages suffered by Buyer and all of its expenses reasonably incurred in connection with such defense (including but not limited to reasonable attorneys' fees and settlement payments).

13. Indemnification by Buyer. Buyer shall indemnify and hold harmless Seller against any and all liabilities, obligations, claims, and demands arising out of the ownership or operation of the Station after the Closing Date, any breach of this Agreement by Buyer, or any inaccuracy in or breach of any representation, warranty, or covenant made herein by Buyer. Should any claim covered by this Section be asserted against Seller, Seller shall notify Buyer promptly and give it an opportunity to defend the same at Buyer's sole expense and Seller shall extend reasonable cooperation to Buyer in connection with such defense. In the event that Buyer fails to defend the same within a reasonable time, Seller shall be entitled to assume, but need not assume, the defense thereof and Buyer shall be liable to repay Seller for all damages suffered by Seller and all of its expenses reasonably incurred in connection with such defense

(including but not limited to reasonable attorneys' fees and settlement payments).

14. Conditions Precedent to Buyer's Obligation to Close.

Buyer shall not be obligated to close under this Agreement unless and until the following conditions have been met:

(a) The FCC shall have given its consent to the assignment of the Station from Seller to Buyer and said consent shall be a Final Order;

(b) Seller shall have performed and complied with all the agreements, obligations, and covenants required by this Agreement to be performed or complied with by Seller prior to or as of the Closing Date;

(c) The representations and warranties of Seller set forth in this Agreement shall be true in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;

15. Conditions Precedent to Seller's Obligation to Close.

Seller shall not be obligated to close this Agreement unless and until the following conditions precedent are met:

(a) The FCC shall have given its consent to the assignment of the Station from Seller to Buyer;

(b) Buyer shall have performed and complied with all of the agreements, obligations, and covenants required by this Agreement to be performed or complied with by Buyer prior to or as of the Closing Date; and

(c) The representations and warranties of Buyer set forth in this Agreement shall be true in all material respects on

and as of the Closing Date with the same effect as if made on and as of the Closing Date.

16. Buyer's Performance at Closing. At the Closing, Buyer shall cause the payment to Seller of the purchase price as described in Sections 2 and 3 hereof and shall deliver such instruments as Seller may reasonably require in order to consummate the transaction provided for in this Agreement.

17. Seller's Performance at Closing. At the Closing, Seller shall execute and deliver to Buyer such assignments, bills of sale, certificates, and instruments as Buyer may reasonably require in order to consummate the transaction provided for in this Agreement.

18. Survival of Warranties. All representations and warranties made by the parties to this Agreement shall be deemed made for the purpose of inducing the other into this Agreement, and shall survive the Closing and shall remain operative in full force and effect regardless of any investigation at any time made by either party, and shall not be deemed merged into any document or instrument executed or delivered at the Closing.

19. Term. This Agreement shall be in effect for a nine month term commencing on the date of this Agreement and terminating thereafter upon the election of either party, not then in breach, unless the Closing takes place within said nine month period or unless this Agreement is otherwise terminated pursuant to its terms. In the event that the Closing does not take place within the time limit hereinabove set forth solely by reason of the inability of Seller and Buyer to obtain any of the

FCC consents contemplated hereunder, then both parties shall be relieved of any further liability or obligations hereunder; provided, however, that a party causing such failure to obtain said FCC consents shall not be relieved of liability therefor

including, without limitation, the remedy of specific performance, which the parties acknowledge is appropriate in this case, as the Station is a unique asset.

21. Notices. All notices, requests, demands, or consents required or permitted to be given hereunder shall be in writing, and shall be deemed given upon mailing if mailed by certified or registered United States first class mail, postage prepaid, as follows:

If to Seller: Richard P. Bott, II  
8603 Buckingham Lane  
Kansas City, MO 64138

with a copy to: Harry C. Martin, Esq.  
Reddy, Begley & Martin  
1001 22nd Street, N.W.  
Suite 350  
Washington, D.C. 20037

If to Buyer: M. Kent Frandsen  
P.O. Box 570  
Logan, Utah 84321

with a copy to: Lester W. Spillane, Esq.  
1040 Main Street  
Suite 208  
Napa, California 94559

or to such other address as either party may designate from time to time for itself by ten (10) days prior written notice to the other party pursuant to this Section.

22. Further Assurances. Each of the parties hereto shall execute and deliver to the other party such other instruments as may be reasonably required in connection with the performance of

this Agreement. The parties hereto shall use their best efforts consistent with commercial reasonableness to effectuate a prompt

and efficient completion of the project on the conditions herein

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

RICHARD P. BOTT, II

By: Richard P. Bott, II

WESTERN COMMUNICATIONS, INC.

By: \_\_\_\_\_  
M. Kent Frandsen  
President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

RICHARD P. BOTT, II

By: \_\_\_\_\_

WESTERN COMMUNICATIONS, INC.

By: M. Kent Frandsen  
M. Kent Frandsen  
President



**EXHIBIT A**